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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

**SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL 715,**

Petitioner,

vs.

**STANFORD HOSPITAL AND CLINICS
AND LUCILE PACKARD CHILDREN'S
HOSPITAL,**

Respondents.

Case No: C-08-0215 JF

**RESPONDENTS' ANSWER TO
PETITION TO COMPEL
ARBITRATION**

Judge: Hon. Jeremy Fogel

Respondents Stanford Hospitals & Clinics and Lucile Packard Children's Hospital (the "Hospitals") hereby answer the Petition to Compel Arbitration (the "Petition") filed by petitioner Service Employees International Union, Local 715 ("Local 715").

ANSWER

1. Answering paragraph 1 of the Petition, the Hospitals are without sufficient knowledge or information as to the truth of the allegations contained in said paragraph and, on that basis, deny each and every allegation contained therein.

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1 2. Answering paragraph 2 of the Petition, the Hospitals are without sufficient
2 knowledge or information as to the truth of the allegations contained in said paragraph and, on
3 that basis, deny each and every allegation contained therein.

4 3. Answering paragraph 3 of the Petition, the Hospitals admit that they are
5 California Non-Profit Corporations doing business in this judicial district and that they are
6 engaged in an industry affecting interstate commerce. Except as so expressly admitted, the
7 Hospitals are without sufficient knowledge or information as to the truth of the allegations
8 contained in said paragraph and, on that basis, deny each and every allegation contained therein.

9 4. Answering paragraph 4 of the Petition, the Hospitals admit that they are signatory
10 to a collective bargaining agreement with "Service Employees International Union, Local 715"
11 (the "Agreement"). The Hospitals further admit that Exhibit A to the Petition is a true and
12 correct copy of the Agreement. Except as so expressly admitted, the Hospitals are without
13 sufficient knowledge or information as to the truth of the allegations contained in said paragraph
14 and, on that basis, deny each and every allegation contained therein.

15 5. Answering paragraph 5 of the Petition, the Hospitals admit that a grievance was
16 filed on or around May 22, 2007 (the "Grievance"), that the Grievance was based upon an
17 allegation of "Withholding of Dues money" and further alleged that the Hospitals violated
18 Article 3 of the Agreement. The Hospitals further admit that Exhibit B to the Petition is a true
19 and correct copy of the Grievance. Except as so expressly admitted, the Hospitals are without
20 sufficient knowledge or information as to the truth of the allegations contained in said paragraph
21 and, on that basis, deny each and every allegation contained therein.

22 6. Answering paragraph 6 of the Petition, the Hospitals aver that the Agreement
23 speaks for itself. Except as so averred, Hospitals are without sufficient knowledge or
24 information as to the truth of the allegations contained in said paragraph and, on that basis, deny
25 each and every allegation contained therein.

1 7. Answering paragraph 7 of the Petition, the Hospitals are without sufficient
2 knowledge or information as to the truth of the allegations contained in said paragraph and, on
3 that basis, deny each and every allegation contained therein.

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5 8. The Hospitals deny that the relief prayed for by Local 715 should be awarded.

6 **AFFIRMATIVE DEFENSES**

7 **FIRST AFFIRMATIVE DEFENSE**

8 **(FAILURE TO STATE A CLAIM)**

9 As a first affirmative defense, the Hospitals assert that the Petition, and each and every
10 cause of action contained therein, fails to set forth facts sufficient to constitute a cause of action
11 upon which relief can be granted against the Hospitals.

12 **SECOND AFFIRMATIVE DEFENSE**

13 **(LACK OF STANDING)**

14 As a second affirmative defense, the Hospitals assert that the Petition, and each and every
15 cause of action therein, is barred on the grounds that Local 715 lacks standing to assert such
16 claims.

17 **THIRD AFFIRMATIVE DEFENSE**

18 **(LACK OF LABOR ORGANIZATION STATUS)**

19 As a third affirmative defense, the Hospitals assert that the Petition, and each and every
20 cause of action therein, fails, and is barred, because Local 715 is not a labor organization within
21 the meaning of 29 U.S.C. § 152 and/or 29 U.S.C. § 185.

22 **FOURTH AFFIRMATIVE DEFENSE**

23 **(LACK OF REPRESENTATIVE STATUS)**

24 As a fourth affirmative defense, the Hospitals assert that the Petition, and each and every
25 cause of action therein, fails, and is barred, because Local 715 has ceased to be the representative
26 of the bargaining unit identified in the Agreement.

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FIFTH AFFIRMATIVE DEFENSE

(UNCLEAN HANDS)

As a fifth affirmative defense, the Hospitals assert that the Petition, and each and every cause of action therein, is barred by the doctrine of unclean hands.

SIXTH AFFIRMATIVE DEFENSE

(ARBITRABILITY)

As a sixth affirmative defense, the Hospitals assert that the Petition, and each and every cause of action therein, fails because the Grievance is not arbitrable under the Agreement.

SEVENTH AFFIRMATIVE DEFENSE

(TIMELINESS)

As a seventh affirmative defense, the Hospitals assert that the Petition, and each and every cause of action therein, fails because the Petition was not filed within the applicable limitations period(s).

EIGHTH AFFIRMATIVE DEFENSE

(LACHES)

As a eighth affirmative defense, the Hospitals assert that the Petition, and each and every cause of action therein, is barred by the doctrine of laches.

NINTH AFFIRMATIVE DEFENSE

(NLRB JURISDICTION)

As a ninth affirmative defense, the Hospitals assert that the Petition and each and every cause of action therein, will involve issues including whether Local 715 continues to exist as a labor organization within the meaning of the National Labor Relations Act and/or the Labor Management Relations Act, whether it remains a party to the Agreement, and whether a "servicing agreement" between Local 715 and Service Employees International Union, United Healthcare Workers – West ("UHW") is valid and enforceable, all of which are issues which determine whether the Hospitals are required to arbitrate grievances with Local 715 under the Agreement. Each of these issues involves questions concerning representation subject to the

1 exclusive jurisdiction of the National Labor Relations Board to be determined by that agency.

2 **TENTH AFFIRMATIVE DEFENSE**

3 **(ILLEGALITY)**

4 As a tenth affirmative defense, the Hospitals assert, on information and belief, that all
5 dues payable to Local 715, whether from the Hospitals or other employers with whom Local 715
6 claims to have collective bargaining relationships under the National Labor Relations Act, are in
7 fact instead being received by a different labor organization with no collective bargaining
8 agreement in place with such employers, in violation of federal laws including 29 U.S.C. § 186.

9 **ELEVENTH AFFIRMATIVE DEFENSE**

10 **(RESERVATION OF AFFIRMATIVE DEFENSES)**

11 As an eleventh affirmative defense, the Hospitals reserve the right to subsequently assert
12 and add affirmative defenses to the Petition, and the part and/or whole thereof, as they become
13 known to the Hospitals.

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15 Dated: March 27, 2008

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20 By: 

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